DURHAM

1869

CITY OF MEDICINE

Request for Proposal (RFP) for a Body Worn Camera System

City of Durham Police Department

July 2015

RFP# 16-0002

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10. Date of RFP: July 6, 2015

20. Project Manager and Contact with City; Questions about this RFP. Direct questions and concerns via email to:

Randy Browning
Durham Police Department
IT Services Manager
505 W. Chapel Hill Street – 4th Floor
Durham, NC 27701

Phone: 919 560-4304 x29130
Email: Randy.Browning@durhamnc.gov

Anthony Pergolotti, PMP
Senior Project Manager, PMO
Technology Solutions Department
City of Durham

Phone 919 560-4122 x33236
Email: Anthony.Pergolotti@durhamnc.gov

If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact:

Deputy Chief Marsh
Durham Police Department
Office of the Chief
505 W. Chapel Hill Street – 5th Floor
Durham, NC 27701

Phone: 919-560-4322 x29196
Email: Anthony.Marsh@durhamnc.gov.

DESCRIPTION OF PROJECT AND NATURE OF RFP

30. Definitions in this RFP: City, Police Department, RFP, Proposal, Candidate, Contractor, Shall, Should. Unless the context indicates otherwise – (a) the expressions "RFP," "this RFP," and "the RFP" refer to this document as it may be added or updated. (b) "City" and "city" mean the City of Durham. (c) "Durham Police Department" and "Police Department" mean the City of Durham Police Department. (d) The "proposal" is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (e) The word "candidate" or "Candidate" is the person, firm or corporation that submits a proposal or that is considering submitting a proposal. (f) The word "Contractor" or "contractor" is the person, firm or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, "contractor" generally refers to a successful candidate that has

obtained a fully executed contract with the Police Department, while "candidate" is generally reserved to the stage before a contract has been signed. (g) The word "shall is used to tell candidates what the Police Department requires. Failure to comply with a "shall" will likely result in rejection. (h) The word "should" is used to specify features or functions that the Police Department has deemed desirable, but not required. Candidates that want to increase the likelihood of selection will meet all "shall" standards and many or most of the "should" standards, but failure to comply with all "should" standards will not necessarily and automatically result in rejection.

35. Project. The City of Durham (City) desires to procure a body worn camera (BWC) System including cameras, a digital file management system for the associated audio/video (a/v) files, installation services, and maintenance, that will allow for the capture and preservation of interactions between police officers and the public. Critical to the project is to minimally impact officers' time required for entering data into the system related to an event type or case number, and the time required to transfer digital files from the BWC to the a/v management system.

40. Scope of Work. The following section details the scope of work and requirements of the City. Please respond to all applicable requirements in your response. Any additional materials and/or documentation can be referenced and attached with your submission.

1. The City's functional objectives for a BWC shall or should include but are not limited to:

- The BWC shall record video and audio, day and night, standard definition and high definition, 68 or better degree field of view, 30 to 60 frames per second, H.264 or MPEG 4 AVC or better
- The BWC shall provide internal memory/storage for 5 hours of HD 30 FPS a/v
- The BWC shall have a battery life that will support a 12 hour shift (minimum of approximately five total hours of recording time)
- The BWC a/v files shall automatically record date/time
- The BWC shall be associated with an officer so that a search can be performed on a/v files based on officer name or ID
- The BWC shall securely attach to the Police Department's uniforms
- The start/stop recording shall be easily activated
- The start/stop recording should provide protection from inadvertent recording
- The BWC should be light weight
- The BWC should include any activity in the metadata file such as viewing, copying, etc.
- The BWC should include LEDs and/or other indicators for notifications of recording activation, low battery, and low storage space
- The BWC should be waterproof and ruggedized

2. Functional objectives for managing a/v files prior to off-loading a/v files from the BWC shall include but are not limited to:

- Ability to view video while in the field
- Ability to tag video while in the field for event type, associated with file retention and automatic purging
- Ability to enter case number and suspect name in searchable fields
- Ability to scrub (fast forward/rewind) video during playback
- Access to videos shall be secure, by authorized users only

- A user other than an administrator shall not have the ability to delete a video

3. Functional objectives include off-loading a/v files from the BWC to the long-term digital file storage system. Off-loading shall include but is not limited to:

- Secure transfer from end-to-end
- No ability to delete or modify files
- Minimal impact on officers' time to transfer files from BWC to file management system
- Wireless upload via in-car equipment (mobile data computer, in-car camera system or other) is an option
- Docking units located at district stations are an option if minimal impact on officers' time
- Files may be offloaded temporarily at district stations, but then must efficiently move across the wide area network, without interrupting other business processes, to centralized storage at Police Head Quarters
- When off-loading, should have ability to manage security and chain of custody including if the process requires copying files to the desktop

4. Functional objectives include managing the a/v files once they have been off-loaded from the BWC to the long-term storage system. Functions shall include but are not limited to:

- Create user accounts and manage users rights
- Restrict ability to create copies of videos or delete videos
- When making DVD copies, it is preferable to have the ability to do so directly from file management system without a requirement to first copy to desktop
- Maintain log and/or chain-of-custody of any activity related to a/v files
- Automatically purge or delete a/v files based on event type with associated file retention
- Search for video based on date, time, officer ID, case number, event type
- Scrub (fast forward/rewind) video during playback
- Provide video integrity checking

5. The BWC System hardware, software and file transfer methods shall be comprised of proven packages which are fully developed, tested, and supported. It shall be compatible with the Police Department's system hardware, and shall meet the functional requirements specified.

6. The BWC System shall be installed on the City's network.

7. The BWC System shall meet the Police Department's IT standards for Windows Server 2012 R2 virtual environment and install a database for the BWC System application. The BWC System shall run on the configured server in the Police Department's virtual production data center environment. The candidate will specify the server requirements based on the short term as well as long term needs.

8. A/V files shall be stored on the Police Department's SAN (storage area network). Cloud based systems are not an option.

9. The operating system is Windows 7. The clients will not be dedicated to the BWC System, but will also have other systems operating on them. If the system is browser based, the BWC System will be compatible with previous and current versions of Internet Explorer, Chrome or Firefox.

10. The candidate's BWC System shall remain compatible with Microsoft's supported operating system upgrades.

11. The candidate shall provide a list of law enforcement agencies, and contact names, that are using the BWC System the candidate is proposing.

12. Depending on overall project funding level and cost of solution, the City intends to purchase between 250 & 350 BWC's. Selected candidate must be able to deliver cameras within 1 month of order placement.

50. Product Support.

A. Technical Support

1. The candidate shall provide support for all hardware and software products included under the proposed contract. Prior to Final Acceptance, the candidates' support staff shall respond within four hours to all support calls placed during normal business hours. Support calls placed after normal business hours shall be responded to within four hours on the first regular business day following notification.

2. One year of software support shall be provided under the proposed contract with an option for an extended support contract.

3. The candidate shall provide a toll-free number for support calls.

B. Upgrades/Fixes

1. Functional fixes to the software shall be provided as they are released at no extra cost. Supporting documentation reflecting modifications shall be supplied, when necessary, at no extra cost.

2. For as long as the Police Department maintains an active support agreement, upgrades and enhancements to the software shall be provided automatically at no additional costs. Supporting documentation for software reflecting upgrades and enhancements shall be supplied at no extra cost.

3. Software service packs should be available for download from the vendor's website. Upgrades should pull in any new features that were added to the BWC System.

C. Documentation

1. The Police Department shall have full access to the BWC System user manuals in hard copy and/or electronic pdf copy.

2. The candidate shall provide complete hard and/or soft documentation for the BWC System installation instructions, system administration and maintenance, technical reference and user manuals.

3. A simple step-by-step user's manual shall be provided for the end users and administrators during on-site training.

60. Training

1. The selected candidate shall train personnel in the use of all BWC System hardware and software. Initial training shall be conducted on-site at the Police Department. Follow-up training can be provided on-site or on-line.

2. At a minimum, required courses are as follows:

- Officer Training – provide training sessions on–site that instructs at a minimum 10 trainers in the use and operation of the BWC System. The training shall include operating the BWC for the purpose of obtaining audio/video files, event tagging the file, and transferring the files. Training shall also include using the BWC System to search for and view a/v files.

- System Administrator Training – Provide training on-site for two designated personnel who will act as system administrators for the BWC System computer configuration and applications. The training shall include BWC System administration tasks, software management functions and computer security. The training shall also include file management utilities and system procedures.

- Course outlines for officer training and administrators training are to be submitted.

70. Installation Services

A. Services

1. The candidate shall provide installation and startup services including loading required software on the BWC System server and client workstations.

2. Candidate shall coordinate all services with any authorized service center.

75. Schedule. Candidate shall provide a schedule to include delivery of a minimum of 250 BWC systems, hardware and software installation services, and training services.

80. City IT Standards. The City has Information Technology Standards for governance and regulatory compliance for applications within its portfolio. The Police Department datacenter requirements are outlined below:

Server & Storage Hardware	Cisco UCS, NetApp
Server & Client OS	Windows Server 2012 r2/Hyper-V, Windows 7 Pro
Database	SQL Server 2012 (64)
Enterprise Network Equipment Standard	Cisco
Firewall Standards	Cisco ASA, McAfee Enterprise Security
Data Security Standards – Vendor and solution must adhere to the City's Information	See attached Policy

Technology Security Policy	

90. Compensation Amount and Schedule. The timing of the payment or payments will be determined by a contract based on the project scope of work and budget. Provide separate pricing for the following, regardless of whether the items will be bundled:

Hardware costs
Software license costs
Initial installation, configuration, integration and set-up
Training costs
Ongoing technical support/maintenance costs, by year
Additional requirements or services

Candidate will indicate which items are optional.

110. Contract. The City anticipates that at the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. The contract requires compliance by the contractor and its subcontractors with respect to the N. C. E-Verify law. Please see section 330 which is titled "E-Verify Compliance."

120. Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.
Definitions.

In this section (Trade Secrets and Confidentiality) –

The term "candidate" includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term "trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and

b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term "record" means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City in connection with the candidate's proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words "trade secrets" at the time of its initial disclose to the City. The candidate shall not designate any material provided to the City as trade

secrets unless the candidate has a reasonable and good-faith belief that the material contains trade secret. The candidate shall promptly disclose to the City the candidate's reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City's use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated "trade secrets" in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

(1) decline the request for access,

(2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or

(3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate's proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of records. In providing that defense, the candidate shall at its sole expense defend Indemnities with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnities" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnities" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

130. Bonds. No fidelity bond, performance bond, or payment bond is required for this contract.

140. Insurance. Depending on the nature of the approved project, the City of Durham Office of Risk Management may require the candidate to carry insurance for the project, with the City named as an "additional insured." The project contract will include any necessary insurance requirements which shall be the responsibility of the candidate. It is recommended that candidates indicate in their proposal what insurance they have.

150. Discretion of the City.

A. The City reserves the right to reject any or all proposals.

B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. The subparagraph B applies to the entire RFP, including the SDBE portions.

C. Where the City asks or tells candidates to do stated things, such as the at a proposal should follows a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those request, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

160. Schedule.

Task	Date
Solicitation of Proposals from Candidates by the City	July 7, 2015
Pre-Bid Conference and Due Date for Questions from Candidates	July 21, 2015
Addendums to RFP Posted to Website	July 30, 2015
RFP application deadline	Aug. 10, 2015

The Pre-Bid Conference will be held at the Police Department Headquarters on July 21, 2015 at 2 PM, 505 W. Chapel Hill Street, Durham NC, 27701.

This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

170. Keeping Proposals Open. All proposals will remain open and valid for the City to accept for a period of 30 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs.

180. Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address by August 10, 2015 at 3:00 p.m. ET.

Attn: Jonathan Hawley
City of Durham Finance Department
Purchasing Division
101 City Hall Plaza-Annex
Durham, NC 27701

GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

190. Questions. Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

200. Updates and revisions to RFP. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP ("addendums" or addenda") will be sent to you in that manner. This RFP and addendums are normally posted on the city's website, on the Purchasing Division's webpage, at http://durhamnc.gov/ich/a/fin/pages/bids.aspx. Check that webpage to see that you have received all addenda.

TRIAL TESTING

205. Trial Testing. The City reserves the right to field test at candidates expense their BWC System. Requested equipment for trial must be received at 505 W. Chapel Hill Street, Durham NC, 27701 within 2 weeks of notification. Candidate also must be able to provide to Police IT Staff all necessary technical support needed for setting up a trial server & back-office management system within 3 weeks of notification of desired field test.

EVALUATION CRITERIA

210. Evaluation Criteria. If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost. Please complete the attached table that will assist the City in evaluating your proposal.

CONTENTS OF PROPOSAL

220. Contents of Proposal.
The proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.

2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or general partnership, specify the State under which the entity is organized. If the Statue under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to

transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.

3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them.

List the candidate's current licenses that are pertinent to this project.

4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project.

5. **Methods and Procedures.** Include the work break down structure for this project.

6. **Compensation.** Explain the entire compensation arrangement that you propose. Provide pricing broken out by:

i. Equipment
ii. Initial configuration and set-up
iii. Yearly maintenance or licensing fees
iv. Training
v. Ongoing technical support
vi. Additional requirements or services

7. **Assumptions regarding City's Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

8. **SDBE Participation.** See the statement with this RFP at the end of this RFP (Exhibit B) for SDBE participation information and instructions on which SDBE forms to fill in and return. For help, call the City's Department of Equal Opportunity/Equity Assurance (EO/EA) at (919) 560-4180.

You can print out the SDBE forms that are in the RFP and fill them in. Here's another option: after you have read the SDBE material in this RFP to learn which SDBE forms to fill in, you may, if you like, go to the web to find versions that you can fill in online, print out, and submit. They are at http://durhamnc.gov/Pages/forms.aspx. Once there, scroll down until you see:

Equal Opportunity Equity Assurance (EOEA)
Small Disadvantage Business Enterprise (SDBE) Forms Under that title you will see:
***
Procurement: .pdf

9. **Financial Condition, Insurance, and Bonds.** The City may reject proposals from candidates that are overdue on City property taxes. Candidates shall provide financial statements for the last 5 years including Balance Sheet, Income Statement and Cash Flow Statement.

10. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contact has a connection with the candidate, please explain.

11. **Non-collusion.** The RFP constitutes an invitation to bid or propose. Sign the attached Non-Collusion Affidavit (Exhibit C) and include it with your response.

COVER LETTER WITH PROPOSAL

250. Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

> The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City's Request for Proposals.
>
> Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain <u>one</u> of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

> A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City and/or City." The candidate acknowledges that the City will rely on the preceding sentence.
>
> *-or-*
>
> B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

> A. This proposal is an offer that cannot be revoked before 60 days. The City may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.
>
> *-or-*
>
> B. This proposal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

260. Addendums. *The cover letter should list the last addendum that the City issues for this RFP, with a statement such as the undersigned candidate has read all the addendums issued by the City for this RFP, through and including Addendum No. ____. In that blank the candidate should list the number of the last addendum.*

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal. Candidates should submit their proposals at Jonathan Hawley, Purchasing Supervisor, City of Durham Finance Department-Purchasing Division, 101 City Hall Plaza-Annex, Durham NC, 27701

280. Format. Proposal shall be in legible format and address all of the requirements listed in this RFP. Include one hard copy and one DVD pdf file.

290. Alternative Proposals. If you wish to submit a proposal that does not comply with the City's standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your "non-compliant" version can be considered if the City remains steadfast on applying the standards and expectations.

300. Candidate to Bear Expense; No Claims against City. No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City's failure to award a contract to it or for awarding a contract to another person, firm , or corporation, regardless of whether the other person, firm or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City's only method of acceptance is the City's execution of a formal contract in accordance with law.

310. Privilege License. N/A

320. Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communications for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to the policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Ms. Stacey Poston, ADA Coordinator, voice (919) 560-4197, fax (919) 560-4196, TTY (919) 560-1200, or Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

330. E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is hel to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

340. Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these

opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

There are no goals set for this project, in accordance with the Equal Business Opportunity Program Ordinance, all contractors are required to provide information requested in the "SDBE Procurement Forms" which are included with this Request for Proposals. Proposals that do not contain the appropriate, completed "Procurement Forms" may be deemed non-responsive and ineligible for consideration. The "Declaration of Performance," Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of the "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis).

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.
----End of RFP---

Attachments

Exhibit A - Minimum Specifications
Exhibit B – Equal Opportunity city of Durham Small Disadvantaged Business Form
Exhibit C – Non-Collusive Affidavit
ITP 4-1 --City of Durham IT Security Policy

Exhibit A
SPECIFICATIONS FOR BODY WORN CAMERA SYSTEM

PROPOSALS SHALL INCLUDE THE FOLLOWING INFORMATION

Notice:
Candidates shall state in the third column the specifics your product offers, indicating performance, specific size, and/or make and model of all components. Note in the right hand column if the feature can be modified, turned off, or turned on, either manually or through a setting in the software, or any other additional information. Failure to return and fill in this form will be considered sufficient reason for rejection of your offer. Literature alone is not sufficient for consideration of your offer.

All equipment must meet North Carolina and City/County of Durham safety requirements. The equipment shall be the latest model and shall not have been used as a demonstrator. Candidates shall submit detailed literature on the unit they propose to furnish.

Camera system

Specification	Minimum or equivalent (if field is empty, feature is not required but may be preferred)	Offered by Candidate – yes or no, or state specification offered	Notes
Video resolution	1280x720 (HD) or 848x480 (SD)		
Video type	color		
Recording speed	30 FPS		
Recording format	H.264, MPEG-4		
Lens field of view	68 degrees		
Date and time stamp	embedded on video frame		
GPS stamp			
Officer ID stamp	located in meta data and searchable field		
Storage in GB	GB		
Storage space HD	hours		
Storage space SD	hours		
Low light recording (lux, IR, flashlight)	Specify how		
Video only			
Audio only			
Snapshot option			
Start Stop recording action (button, slide, switch)	Specify type of mechanism		
Other buttons (bookmarking, snapshot, flashlight)			

Other triggers to start recording (light bar)			
LEDs	Recording, low battery, low disk space, uploading video		
Battery life in standby	hours		
Battery life in recording	hours		
Battery recharge time	hours		
Battery recharging options (car charger, AC adapter, spare battery)	Specify		
Pre-event recording			
Single unit or two piece (camera & DVR)	specify		
Mounting options – camera position, attachment	Center mass		
Point –of-View camera option			
LCD for in-field playback			
Size of unit(s)	specify		
Weight of unit(s)	specify		
Secure access to videos while on camera from unauthorized persons	Video cannot be accessed without client, and authorized login		
Chain of custody or event logs	specify		
Cable connection type	specify		
Water testing	specify		
Drop testing	specify		
Certifications	specify		
Warranty	specify		

File Management Software System

Specification	Requirement	Offered by Candidate – yes or no, or state specification offered	Notes
Unique user accounts	specify		
Security groups	specify		
Granular security rights	specify		
Chain-of-custody/event log and for what actions	specify		

Event tagging	specify		
File retention with automatic purge based on event type and associated retention period	specify		
Searchable fields including date range, officer ID, report number, suspect name	specify		
Ability to scrub (fast forward/rewind) video during playback	specify		
Bookmarking and annotation	specify		
Proprietary or non-proprietary play for playback	specify		
Playback includes meta data	specify		
Create DVD copy directly from back office	specify		

File Tagging and Transfer System

Specification	Minimum or equivalent	Offered by Candidate - yes or no, or state equivalent	
Direct connection to upload station at police sub-station	specify		
Direct connection to in-car equipment	specify		
Docking station at police sub-station	specify		

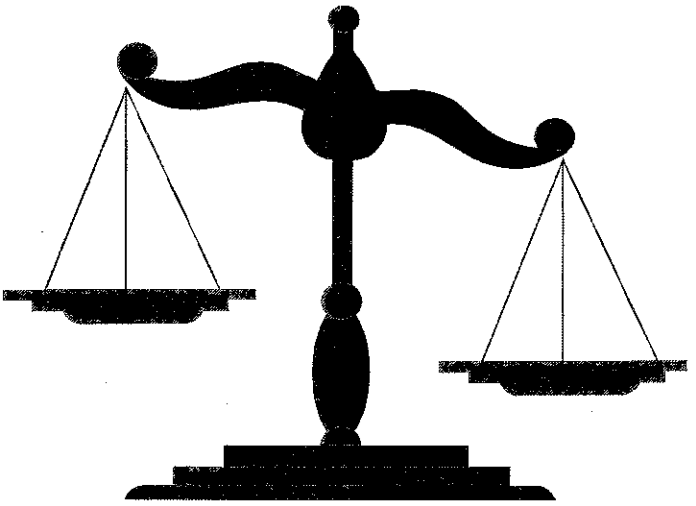
Exhibit B

DURHAM
1869
CITY OF MEDICINE

CITY OF DURHAM
SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROCUREMENT FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

101 City Hall Plaza (Annex)
Durham, NC 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

Small Disadvantaged Business Enterprise Ordinance
SDBE Procurement Documentation

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

COMPLETE THIS FORM
DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

(a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and

(b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

_____ _____

Date Authorized Signature

COMPLETE THIS FORM
Managerial Profile

Name of Firm: _____

Contact person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Minority and Women Business Enterprises Ordinance.

Managerial Employees

NAME	POSITION	(YES/NO) MINORITY/WOMAN

*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over $100,000.00 or federally funded projects, the federal and/or state definitions apply.

COMPLETE THIS FORM

EQUAL OPPORTUNITY STATEMENT

COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M--------a--------l--------e--------s F-----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

M--------a--------l--------e--------s F-----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Exhibit C
NON-COLLUSION AFFIDAVIT

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this proposal and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute 133-24 in connection with the proposal, (2) the candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

_____.
(insert name of candidate)

_____
(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit: _____.

Type or print the name of Notary Public signing this acknowledgement: _____.

Place where acknowledgement occurred: County of _____, State of _____

Notary's residence: County of _____, State of _____

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the _____ day of _____, 2015. _____
Notary Public

My Commission expires: _____

Subject: Infomation Technology Security Policy Revision: 1
Effective Date: 1/1/2012 Policy Number: ITP-4-1
Department: Technology Solutions
Revised Date: Rescinded Date:
To All City Employees

X
Thomas J. Bonfield, City Manager

I. Purpose

To establish a consistent and consolidated approach to the protection of the City of Durham's data, applications, networks, and computer systems from unauthorized access, alteration, or destruction.

II. Policy

It is the policy of the City of Durham to guarantee reliable and consolidated security standards for the protection of the City of Durham's Information Technology (IT) data and assets.

III. Definitions

Dynamic Host Configuration Protocol (DHCP) – a network configuration protocol for hosts on Internet Protocol (IP) networks.

Domain Name System (DNS) – a hierarchical distributed naming system for computers, services, or any resource connected to the City's network.

Freeware – computer software that is available for use at no cost or for an optional fee, but usually with one or more restricted usage rights.

Information Assets – a definable piece of information, stored in any manner which is recognized as "valuable" to the City.

IT Assets – hardware and software that is owned and operated by the City of Durham.

Shareware – copyrighted software that is available free of charge on a trial basis, usually with the condition that the City pay a fee for continued use and support.

Simple Mail Transfer Protocol (SMTP) – an Internet standard for electronic mail (e-mail) transmission across the City of Durham's Internet Protocol (IP) networks.

IV. Procedure

A. Roles and Responsibilities

1. TS Staff

a. It is the sole responsibility of designated TS staff to assess and monitor the security of the City's internal network and network perimeter. Personnel authorized by the CIO shall make use of any tool or device to probe or monitor the City network segments or computers with specific formal approval from the CIO and/or designee.

b. No other City personnel or entity shall employ any software, tool or device to hamper or restrict the scanning or monitoring capability of tools deployed for this purpose by TS. This serves to eliminate redundant

efforts through centralized coordination and preempts potentially harmful negative impacts to network operations.

c. TS must provide the direction and technical expertise to ensure that the City's information assets are properly protected. This includes consideration of the confidentiality, integrity, and availability of both information and the systems that handle it.

d. The CIO and/or designee will act as a liaison on information security matters between all City departments and divisions, as well as external business partners, and must be the focal point for all IT security activities throughout the City.

2. CIO and Audit Services

a. The CIO and Audit Services shall have the responsibility for investigating any suspected security breach, exposure, or weakness in security procedures and make recommendations to the City Manager's Office to reduce or eliminate the exposure.

b. Any suspected compromise or unauthorized use or destruction of the City information assets should be reported immediately to the department head of the department involved, and to the CIO.

3. Department Heads

a. Each City Department Head is responsible for ensuring that IT Security Policy is followed to protect all the City information owned by their department from unauthorized access, use, disclosure, destruction, or modification.

b. Department directors are also responsible for an accurate accounting and enumeration of information assets under their control.

B. Disaster Recovery / Business Continuity

All City departments are responsible for maintaining a Business Continuity/Disaster Recovery plan to address loss of critical information systems and the network connectivity supporting them. This plan must be in compliance with guidelines and documentation standards designated by TS. Those departments seeking assistance in compiling such a plan may contact TS. TS will assist and be responsible for the information and network access.

C. Access Control

1. Authorization to access the City's information assets shall be based on the sensitivity (as established by the department owning the data) of the information and the users need to know, in addition to any federal, state or local regulations.

2. Access to the data or system functions will be authorized by the management of the department which owns and administers the data/system and implemented in accordance with current network operations procedures. In accordance with business functions, ownership will be established and assigned by the department for all information assets.

3. Access to confidential data, write/modify access to public data, or access to restricted system functions will be authorized in writing by the department management before access is given.

4. The City information assets must be used only for authorized business purposes, and usage must comply with all applicable policies and statutes pertaining to the public disclosure of information.

5. Each individual requiring access to City IT resources will access these resources through a unique user name assigned to the City employee or other authorized individual, and will be accountable for all activities performed under that identifier.

6. To prevent unauthorized access, individuals must not leave workstations logged on and unattended for more than 10 minutes without employing a password protected screen saver. There will be exceptions to this on a limited basis (i.e., public access terminals and PCs with appropriate physical security measures, such as those in locked offices).

7. Remote access to the City's internal network will be provided upon request with the department head's approval using TS approved IT tools or applications (see also ITP1– Use of Information Technology Resources).

D. System Development and Maintenance

1. Production applications must be hosted on hardware with appropriate capacity and fault-tolerance requirements, and with physical and logical access controls, change controls, and contingency/disaster recovery plans adequately accounted for.

2. As a goal, system development activities should take place in an environment separate from production information systems.

3. Systems hosting production applications must not be used for software development or testing, and wherever possible development and test environments must be implemented on network segments separate from production systems.

4. Before a new system is developed or purchased, management of the user department(s) must have clearly specified the relevant security requirements. All software development and acquisition requirements shall include security requirements which are consistent with the City's security and network usage policies. All new IT system implementations shall be reviewed and approved for IT security policy compliance by TS. All production information systems must employ a formal change control procedure to ensure that only authorized changes are made. To prevent changes in hardware and software from contributing to or creating security vulnerabilities, prior to installation, every non-emergency change to production systems must be compliant with the IT security architecture and approved by management as part of the formal change control process.

5. Prior to moving software which has been developed in-house to production status, programmers and other technical staff must remove all special access paths so that access may only be obtained via normal secured channels. All trap doors and other shortcuts that could be used to compromise security must be removed. All system access privileges needed for development efforts, but not required for production operation and support, must be removed.

E. Security

1. Network Security

To ensure network stability and security, primary responsibility for defining and maintaining the enterprise network topology and all enterprise network services will belong to the IT Infrastructure Division within TS. No City employee or contracted third party shall attach any device to the City's internal network that provides any network service (i.e., DNS, DHCP, SMTP, etc.) without the prior approval of the CIO and/or designee. No City employee or contracted third party shall assign a static IP address to any network attached device without coordinating with the IT Infrastructure Division. It is the sole responsibility of the IT Infrastructure Division to assign network addresses, add or delete subnets, and configure and maintain all network infrastructure equipment that routes (operates at network layer of TCP/IP stack) traffic on the City enterprise network. All usage of the City's network resources is subject to acceptable use guidelines as defined. All connectivity to networks external to the City must be reviewed and approved by the CIO and/or designee.

2. Physical and Environmental Security

All City-owned information systems and supporting network infrastructure will be secured by an appropriate level of physical security. Servers containing production information systems shall be housed in restricted access areas requiring badge and/or bio-metric access. Wiring closets containing infrastructure devices must also be locked at all times. TS personnel designated by the CIO must have access to all wiring closets. It is the responsibility of departmental management to provide appropriate physical security measures for all department owned information resources.

3. Security Awareness

Responsibility for IT security on a day-to-day basis is every City employee's duty. All City employees are expected to acquire and maintain an awareness of the requirements and provisions established in this policy, and to conduct all activities in compliance with the policies and procedures referenced herein.

F. Cloud Data Security

The CIO is required to ensure that selected departmental/enterprise cloud based applications comply with the following data security requirements before contracting with vendors for that service. Cloud Applications that do not comply with the security requirements will not be approved. The data security requirements are as follows:

- Vendor must offer data assurances such as protection against data breaches, unauthorized access and provide disclosure of data storage locations. The vendor must also provide assurances in the contract regarding data ownership, data segregation and access to data. In addition, the contract must state how legal data holds, public record request, e-discovery and request regarding how disposition of data will be handled.
- Vendor must provide the City the right to inspect and audit the City's data.
- Vendor must provide disaster recovery and business continuity.
- Vendor must sanitize the storage when service is terminated.
- Vendor must provide the City the ability to encrypt.
- Vendor must supply all the City's data within one week in open standards formats.
- Vendor may need to comply federal, state and local data regulatory requirements.

V. Other

A. This policy applies to all the information assets of the City, no matter where they reside, or what form or technology is used to store, process, or transport data.

B. Technology Solutions (TS) is responsible for establishing and maintaining the City-wide Standard Operating Procedures (SOPs) for IT security. IT security SOPs are subject to approval by the Chief Information Officer (CIO).

C. Compliance with this policy is mandatory and considered a condition of continued employment. Any violation(s) of this policy may result in disciplinary action to include termination. Contractors, business partners, and other non-City personnel must comply with the provisions of this policy (unless another more restrictive policy has been approved relating to a specific concern/control) when accessing the City's information assets. Failure to do so may result in the termination of the relationship with the City, and the City may pursue legal action for damages that arise as the result of any breach of this policy.

VI. Attachments

Please Print Attachments Separately